

### **REMARKS**

Reconsideration of this application, as amended, is respectfully requested.

Claims 1-96 are pending. Claims 1-96 stand rejected.

Claims 1, 47, 61 and 75 have been amended. Support for the amendments is found in the specification, the drawings, and in the claims as originally filed. Applicants submit that the amendments do not add new matter.

### **Rejections Under 35 U.S.C. § 103(a)**

Claims 1-96 stand rejected under 35 U.S.C. § 103 as being unpatentable over Expertcity.com's Internet service, as disclosed in "Expertcity.com Launches Premier Online Marketplace for Expert Services", "Rent-An-Expert on the Web", in view of Weinstein et al., U.S. 2001/0026609 A1.

Applicants respectfully submit, however, that amended claim 1 is not obvious under 35 U.S.C. § 103 in view of Expertcity.com's Internet service, as disclosed in "Expertcity.com Launches Premier Online Marketplace for Expert Services" (Expertcity), "Rent-An-Expert on the Web" (RAE), and Weinstein et al (Weinstein). Amended claim 1 includes the limitations

A method comprising:

- displaying a service provider and a service provider rate for communicating with the service provider and a real-time indication of whether the service provider is available;

- receiving a request from a first customer to communicate with the service provider;

- connecting the first customer to the service provider through a link capable of transmitting from the service provider to the first customer;
- receiving a request from a second customer to communicate with the service provider;

- connecting the second customer to the service provider through a link capable of transmitting from the service provider to the second customer while the first customer is coupled to the service provider;

- billing the first customer automatically based on the time during which the link to the first customer is maintained; and

- billing the second customer automatically based on the time during

which the link to the second customer is maintained.

(Amended claim 1) (emphasis added).

It is respectfully submitted that Expertcity and RAE do not teach or suggest a combination with Weinstein, and that Weinstein does not teach or suggest a combination with Expertcity and RAE.

RAE discloses a system whereby a user inputs a “problem”. The response to this input is one or more “bids” that advise i) if the expert can solve the problem, and ii) how much time it will take (or alternatively an offer to research the problem). The customer then selects one of the bids. At this point, a Java application is downloaded to the user’s PC and permits an exchange of messages through the user’s browser.

There is a fundamental difference between this system and the teleconference described in Weinstein. This difference goes beyond the fact the fact that the system of RAE has a user in communication with an expert via a Java application and the system of Weinstein has the user in communication via a telephone. In RAE the user has formulated a specific “problem” prior to being linked to any expert. One or more experts then review the submitted problem and formulate a bid. The user then selects a bid (note: the user does not select an expert). The communication that ensues is in regard to the previously submitted, specifically formulated problem. Because RAE is teaching a system in which a user and an expert communicate in regard to a user-specific problem, RAE is teaching away from a system, such as Weinstein, in which additional users participate in a general conference call.

Moreover, RAE teaches away from a system in which billing is based upon the time of the link between user and expert. RAE teaches billing based upon the bid formulated by the expert prior to any communication with the user. The bid estimates the time it will take to resolve the problem. This time may include the time of the link between the user and the expert, but is not limited to, or based upon, such time. That is, the time to resolve the problem may include research time or other time, during which the expert is not linked to the user. Therefore, RAE teaches billing based upon the time the expert spends to resolve the problem, or perhaps if

the expert is bound by the bid, the time the expert estimated for resolution of the problem. The system of RAE is incompatible with a system that bills based upon the link time. RAE bases billing on the expert's time spent on the problem, not the expert's time spent linked to the user.

For example, an expert using RAE may receive a problem and estimate two hours to resolve. If the bid is accepted, the expert may actually spend two hours resolving the problem and formulating a response to the user. Using the Java application, the expert may then forward the response to the user within a few seconds. The link-time between expert and user would bear no relation to the expert's time in resolving the problem or the amount the user would be billed.

For these reasons, applicants respectfully submit that claim 1 is not rendered obvious by the cited references, alone or in combination. Given that claims 2 – 23 depend, directly or indirectly, from claim 1, applicants respectfully submit that claims 2 – 23 are, likewise, not rendered obvious. Further, given that claims 25, 47, 61, and 75 include similar limitations, applicants respectfully submit that claims 25, 47, 61, and 75 are not rendered obvious by the proffered references alone or in combination. Given that claims 25 – 46 depend, directly or indirectly, from claim 24, and that claims 48 – 60 depend, directly or indirectly, from claim 47, and that claims 62 – 74 depend, directly or indirectly, from claim 61, and given that claims 76 – 96 depend, directly or indirectly, from claim 75, respectively, applicants respectfully submit that claims 25 – 46, claims 48 – 60, claims 62 – 74, and claims 76 – 96 are, likewise, not rendered obvious.

### **Double Patenting**

Claims 1 – 96 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1 – 44 of U.S. Patent No. 6,223,165 in view of Weinstein, et al. (US 2001/0026609 A1).

Claims 1 – 96 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1 – 47 of U.S. Patent No. 6,523,010 in view of Weinstein, et al. (US 2001/0026609 A1).

Claims 1 – 96 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1 –37 of U.S. Patent No. 6,546,372 in view of Weinstein, et al. (US 2001/0026609 A1).

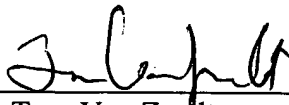
Claims 1 – 96 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1 – 41 of U.S Patent No. 6,549,889 in view of Weinstein, et al. (US 2001/0026609 A1).

Applicants respectfully submit (4) terminal disclaimers to overcome each double patenting rejection cited by the Examiner.

It is respectfully submitted that in view of the amendments and arguments set forth herein, the applicable rejections and objections have been overcome. If there are any additional charges, please charge Deposit Account No. 02-2666 for any fee deficiency that may be due.

Respectfully submitted,

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